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Great Brit. George II.

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26 Geo. II - c. 24 -

An ACT for Confirming an Agreement between George Pitt, Esquire, and the Rector of the Church of Stratfieldsea, in the County of Southampton, for Exchange of Lands in the said Parish; and to enable the said George Pitt to take down the present, and erect a new Parish-Church there; and for making Roads to the said Church.



Whereas by Indenture of Ten Parts, bearing Date the Second Day of May One thousand Seven hundred and Forty-three, and made, or mentioned to be made, between George Pitt the elder, of Iwerne-Courtney, otherwise Shroton, in the County of Dorset, Esquire, since deceased, eldest Son and Heir of George Pitt, late of Stratfieldsea, in the County of Southampton, Esquire, deceased, by Lucy his First Wife, deceased, heretofore Lucy Pile, Mary Louisa Pitt, Wife of the said George Pitt, of Shroton, of the First Part; George Pitt the younger, Esquire, eldest Son and Heir apparent of the said George Pitt, of Shroton, of the Second Part; James Pitt, Esquire, Thomas Pitt, Esquire, and William Augustus Pitt, Esquire, younger Sons of the said George Pitt, of Shroton, and Lucy Pitt, and Mary Pitt, the Daughters of the same George Pitt, of the Third Part; Lora Pitt, of Kingston-Markward, in the County of Dorset, Widow and Relict of the said George Pitt, of Stratfieldsea, of the Fourth Part; Isabella Pitt, Widow and Relict of John Pitt, late of Crowshall, in the County of Suffolk, Esquire, deceased, who was Brother of the said George Pitt, of Stratfieldsea, and Uncle of the said George Pitt, of Shroton, of the Fifth Part; Francis Gwyn, of Ford-Abbey, in the County of Devon, Esquire, and John Pitt, of Encombe, in the said County of Dorset, Esquire, of the Sixth Part; George Chafin, of Chettle, in the

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said

saïd County of *Dorset*, Esquire, of the Seventh Part ; Sir *William Napier*, of *Moor-Critchell*, in the saïd County of *Dorset*, Baronet, and *Edmund Morton Pleydell*, of *Milborne Saint Andrew*, in the saïd County of *Dorset*, Esquire, of the Eighth Part ; *William Templeman*, of *Dorchester*, in the saïd County of *Dorset*, Gentleman, and *Robert Loder*, of *Dorchester* aforesaid, Gentleman, of the Ninth Part ; and *Samuel Harper*, of *Lincoln's-Inn*, in the County of *Middlesex*, Gentleman, and *Robert Atkinson*, of *Lincoln's-Inn* aforesaid, Gentleman, of the Tenth Part ; and by other Assurances in the Law ; the Manor and Capital Messuage or Mansion-house of *Stratfieldsea* aforesaid, and the Demefne Lands thereto belonging, and all and every the Messuages, Farms, ^{and} Lands, Tenements, and Hereditaments, of the saïd *George Pitt*, situate, lying, and being, in the Towns, Parishes, Precincts, or Territories, of *Stratfieldsea* aforesaid, with their and every of their Rights, Royalties, Members, and Appurtenances, were, for the Considerations therein mentioned, settled, limited, conveyed, and assured, to the Use of the saïd *George Chafin*, *Francis Gwyn*, and *John Pitt*, their Executors, Administrators, and Assigns, for the Term of Six hundred Years, upon divers Trusts therein mentioned ; and, after the Determination of that Term, to the Use of the saïd *George Pitt* the younger, for his Life, without Impeachment of Waste ; Remainder to the Use of the saïd Sir *William Napier*, and *Edmund Morton Pleydell*, and their Heirs, during the Life of the saïd *George Pitt* the younger, in Trust, to preserve the contingent Remainders ; and, after the Decease of the saïd *George Pitt*, to the Use of the First and every other Son of his Body lawfully begotten, or to be begotten, successively in Tail Male ; and, in Default of such Issue, to the Use of the saïd *James Pitt*, for his Life ; with the like Limitation to Trustees, to preserve the contingent Remainders ; and, after the Decease of the saïd *James Pitt*, to the Use of the First and every other Son of his Body to be begotten successively in Tail Male ; Remainder to the Use of the saïd *Thomas Pitt*, for his Life ; with the like Limitation to Trustees, to preserve the contingent Remainders ; and, after the Decease of the saïd *Thomas Pitt*, to the Use of the First and every other Son of his Body to be begotten successively in Tail Male ; Remainder to the Use of the saïd *William Augustus Pitt*, during his Life ; with the like Limitation to Trustees, to preserve the contingent Remainders ; and, after the Decease of the saïd *William Augustus Pitt*, to the Use of the First and every other Son of his Body to be begotten successively in Tail Male ; and, in Default of such Issue, to the Use of the saïd *George Pitt*, of *Sbroton*, during his Life ; with the like Limitation to Trustees, to preserve the contingent Remainders ; Remainder to the First and every other Son of the same *George Pitt* successively in Tail Male ; and, in Default of such Issue, to the Use of *William Pitt*, of *Binsfield*, in the County of *Berks*, Esquire, during his Life ; with the like Limitation to Trustees, to preserve the contingent Remainders ; and, after the Decease of the saïd *William Pitt*, to the Use of the First and every other Son of his Body to be begotten successively in Tail Male ; and, in Default of such Issue, to the Use of the saïd *John Pitt*, during his Life ; with the like Limitation to Trustees, to preserve the contingent Remainders ; and, after the Decease of the saïd *John Pitt*, to the Use of the First and every other Son of his Body to be begotten successively in Tail Male ; Remainder to the Use of the saïd *George Pitt* the younger, and the Heirs of his Body issuing ; and, in Default of such Issue, to the Use of the saïd *James Pitt*, and the Heirs of his Body ; and, in Default of such Issue, to the Use of the saïd *Thomas Pitt*, and the Heirs of his Body ; Remainder to the Use of the saïd *William Augustus Pitt*, and the Heirs of his Body ; with Remainder to the Use of the saïd *George Pitt*, of *Sbroton*, and the Heirs of his Body ; with the Remainder or Reversion in Fee to the saïd *George Pitt* the younger :

And whereas the saïd *George Pitt*, of *Sbroton*, is since dead ; and the saïd *James Pitt*, and *Thomas Pitt*, are also dead without Issue :

And

And whereas by Indenture Tripartite, bearing Date the Twenty-eighth Day of December One thousand Seven hundred and Fifty-two, and made, or mentioned to be made, between the said *George Pitt* the younger, by the Name and Description of *George Pitt*, of *Stratfieldsea*, in the County of *Southampton*, Esquire, Patron of the Rectory and Parish-Church of *Stratfieldsea* aforesaid, of the First Part; *Joseph Trapp*, Clerk, Rector of the said Parish-Church, of the Second Part; and the Right Reverend Father in God *Benjamin* Lord Bishop of *Winchester*, of the Third Part; after reciting, That the said *Joseph Trapp*, as Rector of the said Church, was seised in Fee-simple of and in the Site of the said Church and Church-yard, containing by Estimation Two Roods and Two Perches; and also of the Parsonage-house, Homestead, Yard, Gardens, and a Meadow thereunto adjoining, containing by Estimation Three Acres and Twenty-seven Perches, be the same more or less; and also Two Closes of arable Land, lying to the South of the said Parsonage-house and Gardens, containing by Estimation Eight Acres One Rood and Thirteen Perches, be the same more or less: And reciting also, That the said *George Pitt* was seised or intituled of, in, and to, a Close of Pasture, called the *Higber Down*, containing by Estimation Fifteen Acres, more or less, to himself for his Life; Remainder to his First and every other Son successively in Tail Male; with divers Remainders over: And that the said *Joseph Trapp* was willing and desirous, at his own Expence, to pull down the said Parsonage-house, and to erect and build a new House instead thereof: And that the said *George Pitt* and *Joseph Trapp* had mutually agreed, that it would be more convenient for both Parties, that the said new Messuage should be built upon Part of the said Close called the *Higber Down*, so belonging to the said *George Pitt*, as aforesaid; and that the said Close should be exchanged for the Site of the said Church and Church-yard, and the Parsonage-house, and the Homestead, Yard, Gardens, Meadow, and Two Closes of arable Land, so belonging to the said *Joseph Trapp*, in Right of his Church, as aforesaid, in such manner as is therein after-mentioned; it is witnessed, That, in pursuance of the said Agreement, and for effecting the same, he the said *George Pitt* did exchange, give, grant, and confirm, unto the said *Joseph Trapp*, and his Successors, Rectors of the Parish-Church of *Stratfieldsea* aforesaid, all that Close of Pasture called the *Higber Down*, lying and being in the Parish of *Stratfieldsea* aforesaid, containing by Estimation Fifteen Acres, more or less; with all Ways, Rights, and Privileges, thereto belonging; and the Reversion and Reversions, Remainder and Remainders, thereof; and all the Estate, Right, Title, Possession, Property, Claim, and Demand, whatsoever of him the said *George Pitt* of, in, and to, the same, to hold unto, and to the Use of, the said *Joseph Trapp*, and his Successors, Rectors of the said Parish and Parish-Church of *Stratfieldsea* aforesaid, for ever, to be assured to the said *Joseph Trapp*, and his Successors, in Fee-simple, by virtue of an Act of Parliament (therein after covenanted to be obtained for that Purpose by the said *George Pitt*), in Exchange for the said Site of the said Church, Church-yard, Parsonage-house, Gardens, and Glebe-lands, therein after-mentioned to be granted and confirmed in Exchange by the said *Joseph Trapp*: And it is further witnessed by the said Indenture, That the said *Joseph Trapp* did exchange, give, grant, and confirm, unto the said *George Pitt*, his Heirs and Assigns, all that the Site of the said Church and Church-yard of *Stratfieldsea*, containing by Estimation Two Roods and Two Perches, be the same more or less; and also the Parsonage-house, and the Homestead, Yard, Gardens, and Meadow thereto adjoining, containing by Estimation Three Acres and Twenty-seven Perches, be the same more or less; and Two Closes of arable Land, lying to the South of the said Parsonage-house and Gardens, containing by Estimation Eight Acres One Rood and Thirteen Perches, be the same more or less; and also all Ways, Rights, and Privileges, to the same, and every of them, belonging; to hold the same unto, and to the Use of, the said *George Pitt*, his Heirs and Assigns for ever, in Exchange for the said Close of Pasture, called the *Higber Down*, therein after-mentioned to be granted and confirmed in Exchange by the said *George Pitt*,

Pitt, as aforesaid : And after reciting, That the said *Benjamin* Lord Bishop of *Winchester* had issued out his Commission, under his Episcopal Seal, bearing Date the Sixth Day of *June* One thousand Seven hundred and Fifty-two, to inquire into the Value of the Premises so exchanged, as aforesaid ; and was satisfied, by the Return made upon, and Schedules annexed to, the said Commission, that the Lands of the said *George Pitt*, so thereby mentioned to be exchanged for the Lands of the said Rectory and Church, were of greater Extent and Value than the Lands of the said Rectory and Church so given in Exchange for the same ; and that the said Exchange would be a manifest Advantage to the said Rectory and Church ; therefore the said *Benjamin* Lord Bishop of *Winchester* did thereby give his full Consent to, and Approbation of, the Exchange so made and agreed upon, as aforesaid ; and did thereby, as much as in him lay, ratify and confirm the same : And the said *George Pitt*, for himself, his Heirs, Executors, and Administrators, did thereby covenant and grant to and with the said *Joseph Trapp*, and his Successors, Rectors of the Church of *Stratfieldsea* aforesaid, that he, the said *George Pitt*, would, at his own Costs and Charges, apply for, and endeavour to obtain, an Act to be passed in the next ensuing Session of Parliament, for the ratifying and confirming the Exchange thereby made, or intended to be made, as aforesaid ; and for vesting and settling the Lands, Ground, Tenements, Hereditaments, and Premises before-mentioned to be given or granted in Exchange by the said *George Pitt*, as aforesaid, with their Appurtenances, in, unto, and upon, the said *Joseph Trapp*, and his Successors, Rectors of the Church of *Stratfieldsea* aforesaid, freed and discharged from all Estates, Interests, Claims, and Demands, of the said *George Pitt*, and his Heirs, and his Sons, and their Issues, respectively, and all other the Persons claiming or intitled by virtue of and under the said subsequent Remainders, or Limitations over ; and also for vesting and settling the said Site of the said Church, Church-yard, and the Parsonage-house, and the Close, Lands, Tenements, Hereditaments, and Premises, so belonging to the said Rectory and Church before-mentioned to be given in Exchange by the said *Joseph Trapp*, as aforesaid, with their and every of their Appurtenances, to, for, and upon, the several Uses, Intents, and Purposes, to which the said Lands, Hereditaments, and Premises, so granted or given in Exchange to the said *Joseph Trapp*, and his Successors, as aforesaid, did then stand settled and limited, or as near as the same could be done : And the said *Joseph Trapp* thereby covenanted and agreed with the said *George Pitt*, his Heirs, Executors, Administrators, and Assigns, that he would, at the Costs and Charges of the said *George Pitt*, signify and declare his Consent to the said Act of Parliament, as in and by the said recited Indenture, Relation being thereunto had, may more fully appear :

And whereas the Parish-Church of *Stratfieldsea* aforesaid is an ancient Building, and very much out of Repair ; and the said *George Pitt* hath proposed, at his own Expence, to take down the same, and to build another upon a Field called the *Fariber Down* ; and to assign, and lay out, and wall in, a proper Quantity of Ground for a Church-yard or Cemetery to the same, in case the Site of the present Church, and the Church-yard, be vested in him, discharged of all Right, Title, Interest, or Claims, of the Parishioners of the said Parish :

And whereas the said Parishioners, being assembled at a Vestry held on the Seventeenth Day of *January* One thousand Seven hundred and Fifty-three, did, by Writing, under their Hands, signify, that the said Proposal had been duly weighed and considered ; and that the same would be beneficial to the said Parish, and proper to be carried into Execution when the said *George Pitt* should be so minded ; and thereby signified their Approbation of, and Consent to, the same ; and desired the said *George Pitt* to apply for, and endeavour to obtain, an Act of Parliament for that Purpose :

And

But although it would be convenient and beneficial to the said *George Pitt*, and to the Rector and Parishioners of the Parish of *Stratfieldsea* aforesaid, that the above-mentioned Proposal and Agreements should take Effect; Yet, by reason of the Limitations contained in the said first recited Settlement, the same cannot be effectually carried into Execution, without the Aid and Authority of an Act of Parliament:

Therefore Your MAJESTY's most dutiful and loyal Subjects, the said *George Pitt*, and *Joseph Trapp*,

Do most humbly beseech Your most Excellent MAJESTY,

That it may be Enacted: And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Close of Pasture, called the *Higber Down*, situate, lying, and being, in the Parish of *Stratfieldsea* aforesaid, with the Ways, Rights, and Privileges, thereto belonging, and all other the Lands, Hereditaments, and Premises, which in and by the said recited Indenture Tripartite, of the Twenty-eighth Day of *December* One thousand Seven hundred and Fifty-two, were given and granted, or mentioned to be given and granted, in Exchange by the said *George Pitt* unto the said *Joseph Trapp*, and his Successors, Rectors of the Parish-Church of *Stratfieldsea*, as aforesaid, with their, and every of their, Appurtenances, shall, from and after the First Day of *May* One thousand Seven hundred and Fifty-three, be vested in, and the same are hereby from thenceforth vested in, the said *Joseph Trapp*, and his Successors, Rectors of the said Parish-Church of *Stratfieldsea* aforesaid; and shall and may, from time to time, and at all times from thenceforth, for ever hereafter, be held and enjoyed by him and them, in Right of the said Church, and as Part of the Glebe of the said Rectory, for ever, freed and discharged, and absolutely acquitted, exempted, and indemnified, of, from, and against, all and every the Uses, Estates, Remainders, Trusts, Charges, Powers, Provisoos, Conditions, and Limitations, in and by the said first-recited Settlement limited, created, provided, or declared, of and concerning the same: and also that the said Site of the said Church, and the Church-yard, of *Stratfieldsea* aforesaid, and also the said Parsonage-house, and the said Homestead, Yard, Gardens, and Meadow thereto adjoining, and the said Two Closes of arable Land, lying on the South Side of the said Parsonage-house and Gardens, and all Ways, Rights, and Privileges, thereto belonging, and all and every other the Lands, Tenements, Hereditaments, and Premises, which in and by the said recited Indenture Tripartite, of the Twenty-eighth Day of *December* One thousand Seven hundred and Fifty-two, were given and granted, or mentioned to be given and granted, in Exchange by the said *Joseph Trapp* unto the said *George Pitt*, as aforesaid, with their, and every of their, Appurtenances, shall, from and after the said First Day of *May*, be vested in, and settled upon, and the same are hereby from thenceforth vested in, and settled upon, the said *Edmund Moreton Pleydell*, and his Heirs, freed and discharged, and absolutely for ever acquitted, exempted, and indemnified, of, from, and against, all Claims and Demands of the said *Joseph Trapp*, and his Successors, Rectors of the Parish-Church of *Stratfieldsea* aforesaid, and the Inhabitants of the said Parish, or any of them.

And it is hereby Enacted and Declared, That the said *Edmund Moreton Pleydell*, and his Heirs, shall stand seised of the Premises, herein before mentioned to be vested in them, as aforesaid, with their, and every of their, Appurtenances, to, for, upon, and subject to, such and so many of the Uses, Estates, Powers, Provisoos, and Limitations, in and by the said first-recited Settlement limited, created, and

declared, of and concerning the said Manor and Capital Messuage of *Stratfieldsea*, as are now existing, undetermined, or capable of taking Effect.

And be it further Enacted, by the Authority aforesaid, That it shall and may be lawful to and for the said *George Pitt*, his Heirs and Assigns, and he and they are hereby authorized, impowered, and required, to pull down and demolish the said Church of *Stratfieldsea* aforesaid, and, at his and their own Costs and Charges, to erect and build, or cause to be erected and built, a new Church in or upon a Field, or Piece or Parcel of Ground, of or belonging to him the said *George Pitt*, lying and being in the Parish of *Stratfieldsea* aforesaid; called or known by the Name of the *Farther Down*; and to assign, lay out, and wall in, a proper and sufficient Quantity of Ground for a Church-yard or Cemetery to the same Church, to contain, together with the Site of the said Church, Three Roods at least; and also to make, erect, and set up, proper Pews and Seats, and other Ornaments and Conveniencies in and about the same Church, in order, and to the Intent, that the same Church, when built, may be proper to be consecrated, and set apart and dedicated, to and for the Service of Almighty GOD, as a Place of Divine Worship, according to the Usage of the Church of *England*, for ever.

And, for that Purpose, it is hereby further Enacted, That it shall and may be lawful to and for the said *George Pitt*, his Heirs and Assigns, to employ and make use of the Materials of and belonging to the said Church so intended to be taken down, as aforesaid, for and towards the building, finishing, completing, and fitting, the said new-intended Church for Divine Service, as aforesaid; and the same Materials shall, from and after the said First Day of *May*, be vested in, and the same are hereby from thenceforth vested in, the said *George Pitt*, and his Heirs, for that Purpose.

And it is hereby further Enacted, That after the said new-intended Church shall be built, finished, and fitted for Divine Service, and consecrated, as aforesaid, the same shall be supported and kept in Repair by the Parishioners and Inhabitants of *Stratfieldsea* aforesaid, or such other Person or Persons, and in such and the like manner, as the said Church, so intended to be taken down, as aforesaid, would or ought to have been supported and repaired, in case this Act had not been made.

And it is hereby further Enacted, by the Authority aforesaid, That the said *Joseph Trapp* shall be, and is hereby declared and appointed to be and continue, Minister or Incumbent of the said new-intended Church; and that he, and his Successors, Rectors of the said Church, shall and may hold and enjoy the same, in such and the same manner, and shall have and be intitled to such Dues, Duties, Perquisites, Profits, and Authorities, as he now holds and enjoys, and is intitled to, in respect of the said Church so intended to be taken down, as aforesaid, or as he the said *Joseph Trapp*, or his Successors, could or might, or ought to have held and enjoyed, or have had, received, or been intitled to, in case this Act had not been made.

And whereas it will be necessary that proper Ways and Roads should be made to the said intended new Church from divers Parts of the said Parish of *Stratfieldsea*, for the Convenience of the Parishioners attending Divine Service therein; Now it is further Enacted and Declared, That *John Pitt*, of *Encombe*, in the said County of *Dorset*, Esquire, *Sir Talbot Clarke*, of *Heckfield*, in the said County of *Southampton*, Baronet, *Ralph Congreve*, of *Aldermaston*, in the County of *Berks*, Esquire, *Humphry Shurt*, of *Heckfield*, in the said County of *Southampton*, Esquire, *William Lamport*, of *Heckfield* aforesaid, Gentleman, *Wadham Wyndham*, of *Everfley*, in the said County of

of *Southampton*, Esquire, and Sir *Henry Englefield*, of *White-Knights*, in the said County of *Berks*, Baronet, are hereby appointed Commissioners for the Purposes herein after-mentioned; and they, or any Three or more of them, are hereby authorized and impowered to lay out, and appoint and cause to be made, such new Ways or Roads to the said new-intended Church, in, upon, and through, any of the Lands and Grounds of him the said *George Pitt*, as they shall think proper, convenient, and necessary, for the Purpose aforesaid; and also that it shall and may be lawful to and for the said Commissioners, or any Three or more of them, after the said new Roads shall be so appointed, laid out, and made, as aforesaid, to stop, or cause to be stopped up, such of the Ways and Roads now leading to the said old Church, as they shall think requisite and necessary.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (Other than and except the said *George Pitt*, *William Augustus Pitt*, *William Pitt*, of *Binfield*, and *John Pitt*, and their respective First and other Sons, and the Heirs Male of the respective Bodies of such Sons, and the Heirs of the respective Bodies of the said *George Pitt*, and *William Augustus Pitt*, and the Heirs and Assigns of the said *George Pitt*, and all and every Person and Persons claiming, or to claim, any Estate, Use, Trust, Interest, Term of Years, Benefit, or Advantage, by virtue of, or under, any of the Limitations contained in the said first-recited Settlement; and other than and except the Parishioners and Inhabitants of the Parish of *Stratfieldsea* aforesaid, and the said *Joseph Trapp*, and his Successors, Rectors of the said Church of *Stratfieldsea* aforesaid, and all Person and Persons claiming, or intitled to, any Right of Way or Passage in, over, or upon, any of the Lands and Grounds through which the said Highway or Roads, so intended to be discontinued, as aforesaid, do lie), All such Estate, Right, Title, Interest, Claims, and Demands, of, in, to, or out of, the Lands, Grounds, Hereditaments, and Premises, settled, vested, or affected, by this present Act, as they, every or any of them, had before the making and executing the said Indenture, and passing this Act, or could, or might, or ought to have had, held, and enjoyed, in case this Act had not been made.

ment between George Pitt, Esquire,
and the Rector of the Church of
Stratfieldsea, in the County of
Southampton, for Exchange of
Lands in the said Parish; and to
enable the said George Pitt to take
down the present, and erect a new
Parish Church there; and for
making Roads to the said Church.

[1753.]

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Great West-George II

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